

State of California - Department of Justice - Attorney General's Office - Proposition 65 Enforcement Reporting

Attention: Prop 65 Coordinator, 1515 Clay Street, Suite 2000, Oakland, CA 94612

FORM JUS 1502
(03-01)

PRIVATE ENFORCEMENT FILING - Health and Safety Code section 25249.7(e) and (f)

REPORT OF ENTRY OF JUDGMENT

Please print or type required information

☒ Original Filing ☐ Supplemental Filing ☐ Corrected Filing

PARTIES TO THE ACTION	PLAINTIFF(S) Shefa LMV LLC				
	DEFENDANT(S) INVOLVED IN JUDGMENT Choice Brands Equestrian, Inc. d/b/a Horseloverz.com				
CASE INFO	COURT DOCKET NUMBER JCCP0004765		COURT NAME Alameda Superior Court		
	SHORT CASE NAME Proposition 65 Cocamide DEA Cases				
REPORT INFO	INJUNCTIVE RELIEF Reformultion				
	PAYMENT: CIVIL PENALTY \$2,000.00		PAYMENT: ATTORNEYS FEES \$10,000.00		For Internal Use Only
	DATE SUBMITTED TO COURT 03 /26 /2015		IS JUDGMENT PURSUANT TO SETTLEMENT? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
			IF YES, DATE SETTLEMENT WAS REPORTED TO ATTORNEY GENERAL / /		
	COPY OF JUDGMENT MUST BE ATTACHED				
FILER INFO	NAME OF CONTACT Daniel N. Greenbaum, Esq.				
	ORGANIZATION Law Office of Daniel Greenbaum			TELEPHONE NUMBER (618) 809-2199	
	ADDRESS 7120 Hayvenhurst Ave., Suite 320			FAX NUMBER (424) 243-7689	
	CITY Van Nuys	STATE CA	ZIP 91406	E-MAIL ADDRESS dgreenbaum@greenbaumlawfirm.com	

FILING INSTRUCTIONS: This form can be completed online and printed. If electronic filing is not available, mail the completed form with a copy of the judgment to the attention of the Prop 65 Coordinator at the address shown above. If you need additional space to complete this form please use an attachment.

BY FAX

1 LAW OFFICE OF DANIEL N. GREENBAUM
2 Daniel N. Greenbaum, Esq. (SBN 268104)
3 The Hathaway Building
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6 Van Nuys, CA 91406
7 Telephone: (818) 809-2199
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10 Attorney for Plaintiff SHEFA LMV, LLC

11 DIANA LAW GROUP
12 John V. Diana, Esq. (SBN 298691)
13 3136 Lippizaner Lane
14 Walnut Creek, CA 94598
15 Telephone: (925) 953-2024
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18 Attorney for Defendant
19 HORSELOVERZ.COM

20 SUPERIOR COURT OF THE STATE OF CALIFORNIA
21 FOR THE COUNTY OF ALAMEDA

22 Coordination Proceeding
23 Special Title (Rule 3.350)

24 PROPOSITION 65 Cocamide DEA CASES

25) JUDICIAL COUNCIL COORDINATION
26) PROCEEDING NO: 4765

27)
28)
29) [Shefa LMV, LLC v. Target Corporation et al.,
30) Los Angeles County Superior Court No.
31) BC520410]

32) [PROPOSED] CONSENT JUDGMENT
33) AS TO CHOICE BRANDS
34) EQUESTRIAN, INC. D/B/A
35) HORSELOVERZ.COM

36) Judge: Hon. George C. Hernandez, Jr.

37) Action filed: September 04, 2013

ENDORSED
FILED
ALAMEDA COUNTY

MAR 25 2015

CLERK OF THE SUPERIOR COURT

By S. McMullen Deputy

1 **1. INTRODUCTION**

2 **1.1. Shefa LMV, LLC and Horseloverz.com**

3 This Stipulated Consent Judgment ("Consent Judgment") is entered into by and between
4 Plaintiff Shefa LMV, LLC ("Shefa LMV") and Defendant Choice Brands Equestrian, Inc., a
5 Pennsylvania corporation which owns the domain name Horseloverz.com and trades under such name,
6 hereafter referred to as Horseloverz ("Horseloverz"). Shefa LMV and Horseloverz are sometimes
7 collectively referred to herein as the "parties," and individually as a "party." Shefa LMV is an entity
8 organized in the State of California, which is acting as a private enforcer pursuant to the Safe Drinking
9 Water and Toxic Enforcement Act of 1986, California Health & Safety Code § 25249.7 et. seq.
10 ("Proposition 65"), and is enforcing Proposition 65 for the public benefit. Shefa LMV has asserted that
11 it seeks to promote awareness of exposure to toxic chemicals and to improve human health by reducing
12 or eliminating hazardous substances contained in consumer and commercial products. Shefa LMV
13 alleges that Horseloverz employs ten (10) or more persons and is a person in the course of doing
14 business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California
15 Health & Safety Code section 25249.6, et seq. ("Proposition 65").

16 **1.2. General Allegations**

17 Shefa LMV alleges that Horseloverz has manufactured, imported, distributed and/or sold soap
18 and/or shampoo products that contain Coconut Oil Diethanolamine Condensate or Cocamide
19 Diethanolamine, hereafter referred to as ("Cocamide DEA") without the requisite Proposition 65
20 warnings. Cocamide DEA is listed pursuant to Proposition 65 as a chemical known to the State of
21 California to cause cancer.

22 **1.3. Covered Product Description**

23 The products covered by this Consent Judgment are soaps and shampoos, including but not
24 limited to Rio Vista Horse Ravishing Shampoo, manufactured by others that contain or are alleged to
25 contain Cocamide DEA, and which were distributed, marketed, sold, or offered for sale in California
26 by Horseloverz or any supplier, distributor, or retailer of Horseloverz. All such products are referred
27 to herein collectively as the "Covered Products," or individually as a "Covered Product."

28 **1.4. Notice of Violation**

On or about May 28, 2014, Shefa LMV, provided notice by first class mail to Horseloverz and

1 served various public enforcement agencies with a document entitled "60-Day Notice of Violation"
2 (the "Notice") as is required by Proposition 65, providing recipients with notice alleging that
3 Horseloverz was in violation of Proposition 65 for failing to warn consumers and customers that the
4 Covered Products exposed users in California to Cocamide DEA. More than 60-days have passed and
5 no designated public enforcer has prosecuted the allegations set forth in the Notice.

6 **1.5. Complaint**

7 On or about September 9, 2013, Shefa LMV filed a complaint in the Los Angeles County
8 Superior Court against *Target Corporation, et al.*, alleging, inter alia, violations of Proposition 65,
9 based on the alleged exposure to Cocamide DEA contained in certain products sold in California
10 without first providing clear and reasonable warnings in violation of California Health and Safety Code
11 section 25249.6. The action is titled, *Shefa LMV, LLC v. Target Corporation, et al.*, LASC Case No.
12 BC520410. The action was subsequently transferred to the Alameda County Superior Court and added
13 to the coordination proceeding styled, Proposition 65 Cocamide DEA Cases, JCCP 4765. On or about
14 October 17, 2014, Horseloverz was added to *Shefa LMV LLC v. Target Corporation, et al., et al.*,
15 thereby adding it to the Proposition 65 Cocamide DEA Cases.

16 **1.6. No Admission**

17 Horseloverz denies the material, factual and legal allegations contained in Shefa LMV's Notice
18 and Complaint and specifically denies that the Covered Products required a Proposition 65 warning or
19 otherwise caused harm to any person including any violation of Cal. Bus. & Prof. Code §§ 17200 et
20 seq. as alleged in the complaint. Horseloverz denies the claims of alleged violations asserted against it
21 in the Action and maintains that the Covered Products were sold in California in compliance with all
22 laws. The parties have entered into this Consent Judgment in order to settle, compromise and resolve
23 all claims concerning the Covered Products and thus avoid prolonged and costly litigation. Nothing in
24 this Consent Judgment shall be construed as an admission by Horseloverz or by any of its respective
25 officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions,
26 affiliates, franchises, licensees, customers, suppliers, manufacturers, distributors, wholesalers, or
27 retailers, of any fact, finding, conclusion, issue or violation of law, fault, wrongdoing, or liability,
28 including without limitation, any admission concerning any alleged violation of Proposition 65 or Cal.
Bus. & Prof. Code §§ 17200 et seq. as alleged in the complaint, nor shall compliance with this Consent

Judgment constitute or be construed as an admission by Horseloverz of any fact, finding, conclusion, issue or violation of law, fault, wrongdoing, or liability, the same being specifically denied by Horseloverz. This Consent Judgment shall not be offered or admitted as evidence in any administrative or judicial proceeding or litigation in any court, agency or forum, except with respect to an action seeking to enforce the terms of this Consent Judgment. Except as expressly set forth herein, nothing in this Consent Judgment shall prejudice, waive, or impair any right, remedy, argument, or defense the parties may have in any other or future legal proceeding unrelated to these proceedings. However, this Section shall not diminish or otherwise affect Horseloverz's obligations, responsibilities and duties under this Consent Judgment.

1.7. Consent to Jurisdiction

For purposes of this Consent Judgment only, the parties stipulate that this Court has jurisdiction over Horseloverz as to the allegations contained in the Complaint, that venue is proper in Alameda County Superior Court, and that this Court has jurisdiction to enter and enforce the provisions of this Consent Judgment as a full and final resolution of all claims which were or could have been asserted in this action based on the facts alleged in the Notices of Violation and the Complaint.

1.8. Effective Date

For purposes of this Consent Judgment, the term "Effective Date" shall mean the date the Court enters Judgment pursuant to the terms of this Consent Judgment.

2. INJUNCTIVE RELIEF - REFORMULATION

2.1. As of the Effective Date, Horseloverz shall not manufacture, distribute, sell or offer for sale any Covered Product that contains Cocamide DEA to California consumers. For purposes of this Consent Judgment, a product "contains Cocamide DEA" if Cocamide DEA is an intentionally added ingredient in the product and/or part of the product formulation.

2.2. For purposes of this Consent Judgment, the term "distributes for sale into California" shall mean to directly ship a Covered Product into California for sale in California or to sell a Covered Product to a distributor that Horseloverz knows will sell the Covered Product in California.

2.3. This Consent Judgment shall have no application to Covered Products that Horseloverz distributes, sells or offers for sale exclusively outside the State of California.

1 **2.4. Sell through period.**

2 Horseloverz's Covered Products that were manufactured and distributed for retail sale prior to
3 the Effective Date shall be subject to the release of liability pursuant to Section 5 of this Consent
4 Judgment, without regard to when such Covered Products were, or are in the future, sold to consumers.
5 As a result, the obligations of Horseloverz as set forth in this Consent Judgment, including but not
6 limited Section 2.1, do not apply to these products.

7 **3. RETENTION OF JURISDICTION, GOOD FAITH ATTEMPT TO RESOLVE DISPUTES;**
8 **ENFORCEMENT OF CONSENT JUDGMENT**

9 **3.1.** This Court shall retain jurisdiction of this matter to enforce, modify or terminate this
10 Consent Judgment.

11 **3.2.** Only after it complies with Sections 3.3, Shefa LMV may, by motion or application for
12 an order to show cause before the Alameda County Superior Court, enforce the terms and conditions
13 contained in this Consent Judgment.

14 **3.3.** Prior to bringing any motion or application to enforce the requirements of Section 2
15 above, Shefa LMV shall provide Horseloverz with a notice of violation and a copy of any test results
16 which purportedly support Shefa LMV's notice of violation. The parties shall then meet and confer
17 regarding the basis for Shefa LMV's anticipated motion or application in an attempt to resolve it
18 informally, including providing Horseloverz a reasonable opportunity of at least thirty (30) days to
19 cure any alleged violation. Should such attempts at informal resolution fail, Shefa LMV may file its
20 enforcement motion or application. The prevailing party on any motion to enforce this Consent
21 Judgment shall be entitled to its reasonable attorney fees and costs incurred as a result of such motion
22 or application. As used in the preceding sentence, the term "prevailing party" means a party who is
23 successful in obtaining relief more favorable to it than the relief that the other party was amenable to
24 providing in writing and with specificity during the parties' good faith attempt to resolve the dispute
25 that is the subject of such enforcement action.

26 **4. SETTLEMENT PAYMENT**

27 In full satisfaction of all potential civil penalties, payment in lieu of civil penalties, attorney's
28 fees and costs, the parties agree to the following provisions:

1 **4.1. Civil Penalty Payment Pursuant to Health & Safety Code § 25249.7(b)**

2 Horseloverz shall pay a total civil penalty payment of \$2,000 within ten (10) days of receiving
3 the Notice of Entry of Consent Judgment, as follows: the civil penalty shall be apportioned in
4 accordance with California Health & Safety Code sections 25249.12 (c) and (d), with 75% of the
5 funds remitted to the State of California's Office of Environmental Health Hazard Assessment
6 ("OEHHA") and the remaining 25% of the funds remitted to Shefa LMV, both pursuant to the
7 procedures set forth in Section 4.3.

8 **4.2. Reimbursement of Shefa LMV's Fees and Costs**

9 The parties acknowledge that Shefa LMV and its counsel offered to resolve this dispute
10 without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving this
11 fee issue to be resolved after the material terms of the agreement had been settled. Horseloverz
12 expressed a desire to resolve the fee and cost issue after the other settlement terms had been agreed.
13 The parties then attempted to (and did) reach an accord on the compensation due to Shefa LMV and
14 its counsel under general contract principles and the private attorney general doctrine codified at
15 California Code of Civil Procedure section 1021.5, for all work performed in this matter, except fees
16 that may be incurred on appeal. Under these legal principles, Horseloverz shall pay the amount of
17 \$10,000 within ten (10) days of receiving the Notice of Entry of Consent Judgment for fees and costs
18 incurred by Shefa LMV for investigating, litigating and enforcing this matter, including the fees and
19 costs incurred (and yet to be incurred) in negotiating, drafting, and obtaining the Court's approval of
20 this Consent Judgment.

21 **4.3. Payment Procedures**

22 All payments required by Sections 4.1 and 4.2 shall be within ten (10) days of receiving the
23 Notice of Entry of Judgment, in three checks made payable as follows:

- 24 (a) one check to "OEHHA" in the amount of \$1,500.00;
25 (b) one check to "Law Office of Daniel N. Greenbaum in Trust for Shefa LMV, LLC" in the
26 amount of \$500.00;
27 (c) one check to "Law Office of Daniel N. Greenbaum" in the amount of \$10,000.00.

28 **4.4. Issuance of 1099 Forms**

 After the settlement funds have been transmitted to Shefa LMV's counsel, Horseloverz shall, as

1 soon as reasonable practicable, issue separate 1099 forms, as follows:

- 2 (a) one 1099 form to the "Office of Environmental Health Hazard Assessment" (EIN: 68-
3 0284486) in the amount of \$1,500.00
- 4 (b) a second 1099 form to "Shefa LMV, LLC" in the amount of \$500.00, whose address
5 and tax identification number shall be furnished upon request;
- 6 (c) a third 1099 to "Law Office of Daniel N. Greenbaum" (EIN: 46-4580172) in the
7 amount of \$10,000.00;

8 **4.5. Issuance of Payments.**

9 **4.5.1.** All payments owed to Shefa LMV, pursuant to Section 4.1, shall be delivered to
10 the following payment address:

11 Daniel N. Greenbaum, Esq.
12 Law Office of Daniel N. Greenbaum
13 The Hathaway Building
14 7120 Hayvenhurst Avenue
Suite 320
Van Nuys, CA 91406

15 **4.5.2.** All payments owed to OEHHA (EIN: 68-0284486), pursuant to Section 4.1,
16 shall be delivered directly to OEHHA (Memo line "Prop 65 Penalties") at the following addresses:

17 Mike Gyurics
18 Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
19 P.O. Box 4010
Sacramento, CA 95812-4010

20 Horseloverz shall also send a copy of the checks payable to OEHHA to the Law Office of Daniel N.
21 Greenbaum at the address set forth above in 4.5.1, as proof of payment to OEHHA.

22 **5. APPLICATION OF CONSENT JUDGMENT; BINDING EFFECT; CLAIMS COVERED**
23 **AND RELEASED**

24 **5.1.** This Consent Judgment is binding upon and to the benefit the Parties, and their
25 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
26 divisions, affiliates, franchisees, licensees, customers, distributors, wholesalers, retailers, predecessors,
27 successors and assigns and Shefa LMV on its own behalf and in the public interest. As a result of the
28 action being brought against Horseloverz on behalf of the public interest per California Health and
Safety Code section 25249.7 (d) paragraphs (1) and (2), this Consent Judgment being entered shall

1 carry the full legal effect of res judicata as it pertains to all claims made by anyone in the public
2 interest against Horseloverz with respect to the Covered Products.

3 **5.2.** This Consent Judgment is a full, final, and binding resolution between Shefa LMV, on
4 behalf of itself and in the public interest, and Horseloverz, its respective officers, directors,
5 shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees,
6 licensees, customers, downstream distributors, wholesalers, retailers, predecessors, successors and
7 assigns of any alleged violation of Proposition 65 or its implementing regulations for failure to provide
8 Proposition 65 warnings of exposure to Cocamide DEA from the handling, use or consumption of the
9 Covered Products and fully and finally resolves all claims that have been or could have been asserted
10 in this action up to and including the Effective Date for failure to provide Proposition 65 warnings for
11 the Covered Products.

12 **5.3. Shefa LMV's Public Release of Proposition 65 Claims**

13 Shefa LMV, acting on its behalf and in the public interest, releases and discharges:

14 (a) Horseloverz, its parents, shareholders, divisions, subdivisions, subsidiaries, partners,
15 sister companies, and affiliates, and their successors and assigns (collectively, the "Defendant
16 Releasees"); and

17 (b) Any and all finished product or ingredient manufacturers, distributors, and suppliers,
18 and all entities to whom any Defendant Releasee directly or indirectly distributed or sold any Covered
19 Products, including but not limited to downstream distributors, wholesalers, customers, retailers
20 (including but not limited to Rio Vista Products; Rio Vista Marketing Associates, Inc.), franchisees,
21 cooperative members, and Defendant Releasees' licensors and licensees (collectively, "Additional
22 Releasees"), from any and all claims, actions, causes of action, suits, demands, liabilities, damages,
23 penalties, fees, costs and expenses asserted, or that could have been asserted, as to any alleged
24 violation of Proposition 65 arising from or related to the failure to provide Proposition 65 warnings on
25 the Covered Products regarding Cocamide DEA.

26 **5.4. Shefa LMV's Individual Release of Claims**

27 Shefa LMV, on behalf of itself, its past and current agents, representatives, attorneys,
28 successors, assigns and, in the public interest, hereby releases and discharges the Defendant Releasees
and Additional Releasees from any and all known and unknown claims for alleged violations of

1 Proposition 65, Cal. Bus. & Prof. Code §§ 17200 et seq., or for any other statutory or common law
2 claims, arising from or relating to alleged exposures to Cocamide DEA in the Covered Products as set
3 forth in the Notices. It is possible that other claims not known to the parties arising out of the facts
4 alleged in the Notices of Violation or the Complaint and relating to the Covered Products will develop
5 or be discovered. Shefa LMV, on behalf of itself, its past and current agents, representatives,
6 attorneys, successors, assigns, and in the public interest, acknowledges that this Consent Judgment is
7 expressly intended to cover and include all such claims, including all rights of action therefor. Shefa
8 LMV has full knowledge of the contents of California Civil Code section 1542 and acknowledges that
9 the claims released may include unknown claims, and nevertheless waives California Civil Code
10 section 1542 as to any such unknown claims. California Civil Code section 1542 reads as follows:

11 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH
12 THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS
13 OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,
14 WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY
15 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

16 Shefa LMV, acknowledges and understands the significance and consequences of this specific
17 waiver of California Civil Code section 1542.

18 **5.5. Horseloverz and Shefa LMV LLC's Mutual Release**

19 Horseloverz, on one hand, and Shefa LMV, on the other hand, and their respective past and
20 current agents, representatives, attorneys, successors, and/or assignees, hereby waive any and all
21 claims they may have against each other, their attorneys or other representatives, for any and all
22 actions taken or statements made or undertaken by them in connection with the Notices of Violation or
23 the Complaint involving the Covered Products; provided, however, that nothing in this Section shall
24 affect or limit any party's right to seek to enforce the terms of this Consent Judgment.

25 **5.6.** Compliance with the terms of this Consent Judgment by Horseloverz constitutes
26 compliance by any Defendant Releasee or Additional Releasee with regards to Proposition 65 and
27 specifically with respect to exposures to Cocamide DEA from the Covered Products.

28 **6. COURT APPROVAL**

This Consent Judgment is not effective until it is approved and entered by the Court and shall

1 be null and void if, for any reason, it is not approved and entered by the Court within one year after it
2 has been fully executed by the parties.

3 **7. SEVERABILITY**

4 If, subsequent to the execution of this Consent Judgment, any of the provisions of this Consent
5 Judgment are held by a court to be unenforceable, the validity of the enforceable provisions remaining
6 shall not be adversely affected.

7 **8. GOVERNING LAW**

8 The terms of this Consent Judgment shall be governed by the laws of the State of California
9 and the obligations of Horseloverz hereunder as to the Covered Products apply only within the State of
10 California.

11 **9. NOTICES**

12 Unless specified herein, all correspondence and notices required to be provided pursuant to this
13 Consent Judgment shall be in writing and (i) personally delivered, (ii) sent by first-class, (registered or
14 certified mail) return receipt requested, or (iii) sent by overnight courier to one party from the other
15 party at the following addresses:

16 To Horseloverz.com:

To Shefa LMV LLC:

17
18 John V. Diana, Esq.
19 Diana Law Group
20 3136 Lippizaner Lane
Walnut Creek, CA 94598

Daniel N. Greenbaum, Esq.
Law Office of Daniel N. Greenbaum
The Hathaway Building
7120 Hayvenhurst Avenue
Suite 320
Van Nuys, CA 91406

21
22
23 Any party, from time to time, may specify in writing to the other party a change of address to which all
24 notices and other communications shall be sent.

25 **10. COUNTERPARTS; FACSIMILE/PDF SIGNATURES**

26 This Consent Judgment may be executed in counterparts and by facsimile or PDF signature,
27 each of which shall be deemed an original, and all of which, when taken together, shall constitute one
28 and the same document. A facsimile or PDF signature shall be as valid as the original.

1 **11. COMPLIANCE WITH HEALTH & SAFETY CODE SECTION 25249.7(f)**

2 Shefa LMV and its attorneys agree to comply with the reporting form requirements referenced
3 in California Health & Safety Code section 25249.7(f) and with Title II of the California Code
4 Regulations, Section 3003.

5 **12. ADDITIONAL POST-EXECUTION ACTIVITIES**

6 Shefa LMV and Horseloverz for themselves and their attorneys agree to employ their best
7 efforts to support the entry of this agreement as a Consent Judgment and obtain approval of the
8 Consent Judgment by the Court in a timely manner. The parties acknowledge that, pursuant to
9 California Health & Safety Code section 25249.7, a noticed motion is required to obtain judicial
10 approval of this Consent Judgment, which Shefa LMV shall draft and file, and Horseloverz shall not
11 oppose. If any third party objection to the noticed motion is filed, Shefa LMV and Horseloverz shall
12 work together to file a joint reply or separate replies if the parties so desire and appear at any hearing
13 before the Court. This provision is a material component of the Consent Judgment and shall be treated
14 as such in the event of a breach.

15 **13. MODIFICATION AND TERMINATION**

16 **13.1.** This Consent Judgment may be modified only: (1) by written agreement of the parties
17 and upon entry of a modified Consent Judgment by the Court thereon; or (2) upon a successful motion
18 of any party and entry of a modified Consent Judgment by the Court.

19 **13.2.** If either party seeks to modify this Consent Judgment under Section 13.1, then the party
20 requesting the modification shall provide written notice to the other party of its intent ("Notice of
21 Intent"). If the party receiving the Notice of Intent seeks to meet and confer regarding the proposed
22 modification, then that party shall provide written notice to the other party within thirty (30) days of
23 receiving the Notice of Intent. If such notice is provided in a timely manner, then the parties shall
24 meet and confer in good faith as required in this Section. The parties shall meet in person or on the
25 telephone within thirty (30) days of notification of intent to meet and confer. Within thirty (30) days
26 of such meeting, if the party receiving the Notice of Intent disputes the proposed modification, that
27 party shall provide the other party a written factual basis for its position. The parties shall continue to
28 meet and confer for an additional thirty (30) days in an effort to resolve any remaining disputes. The
parties may agree in writing to different deadlines for the meet and confer period.

1 **13.3.** Where the meet and confer process does not lead to a joint motion or application in
2 support of a modification of the Consent Judgment, then either party may seek judicial relief on its
3 own. In such a situation, the prevailing party may seek to recover costs and reasonable attorney's fees.
4 As used in the preceding sentence, the term "prevailing party" means a party who is successful in
5 obtaining relief more favorable to it than the relief that the other party was amenable to providing in
6 writing and with specificity during the parties' good faith attempt to resolve the dispute that is the
7 subject of the modification.

8 **13.4.** In the event that Proposition 65 is repealed, preempted or is otherwise rendered
9 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are
10 rendered inapplicable or no longer required as a result of any such repeal or preemption or rendered
11 inapplicable by reason of law generally as to the Covered Products, including, without limitation, the
12 removal of Cocamide DEA from OEHHA's list of Proposition 65 chemicals, then Horseloverz shall
13 notify Shefa LMV and its counsel and shall have no further obligations pursuant to this Consent
14 Judgment with respect to, and to the extent that, the Covered Products are so affected.

15 **14. ENTIRE AGREEMENT**

16 This Consent Judgment contains the sole and entire agreement and understanding of the parties
17 with respect to the entire subject matter hereof, and any and all prior discussions, negotiations,
18 commitments and understandings related thereto. No representations, oral or otherwise, express or
19 implied, other than those contained herein have been made by any party hereto. No other agreements
20 with respect to the subject matter of this Consent Judgment not specifically referred to herein, oral or
21 otherwise, shall be deemed to exist or to bind any of the parties.

22 **15. AUTHORIZATION**

23 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the party
24 he or she represents to stipulate to this Consent Judgment and to enter into and execute the Consent
25 Judgment on behalf of the party represented and legally bind that party. The undersigned have read,
26 understand and agree to all of the terms and conditions of this Consent Judgment. Except as explicitly
27 provided herein, each party is to bear its own fees and costs.
28

1 **16. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**
2 **CONSENT JUDGMENT**


3 16.1. This Consent Judgment came before this Court upon the request of the parties. The parties
4 request the Court to review this Consent Judgment and to make the following findings pursuant to Cal.
5 Health & Safety Code § 25249.7(f)(4):

- 6 1. The injunctive relief required by the Consent Judgment complies with Cal. Health &
7 Safety Code § 25249.7;
8 2. The reimbursement of fees and costs to be paid pursuant to the Consent Judgment is
9 reasonable under California law; and
10 3. The civil penalty amount to be paid pursuant to Consent Judgment is reasonable.
11

12 The undersigned are authorized to execute this Consent Judgment and have read, understood,
13 and agree to all of the terms and conditions of this Consent Judgment.
14

15
16
17
18 AGREED TO:

19 Date: 01/28/2015

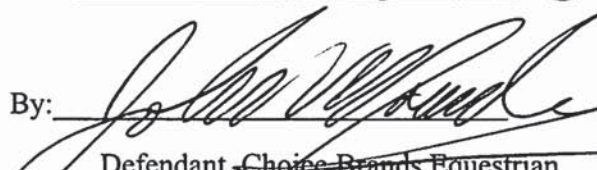
20
21 By: 
22
23 Plaintiff, Shefa LMV, LLC

24
25 Print: Alisa Fried

26
27 Its: Managing Member
28

AGREED TO:

Date: 27th Jan 2015

21 By: 
22
23 Defendant, Choice Brands Equestrian
24 D/B/A Horseloverz.com

25 Print: John V Moncada

26
27 Its: President
28

1 ORDER AND JUDGMENT

2 Based upon the stipulated Consent Judgment between Shefa LMV, LLC and Choice Brands
3 Equestrian, Inc. D/B/A Horseloverz.com, the settlement is approved and the clerk is directed to enter
4 judgment in accordance with the terms herein.
5

6 MAR 25 2015

7 Dated: _____

8
9 GEORGE C. HERNANDEZ, JR.
10
11 _____
12
13 Judge of the Superior Court
14
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